

# SHARE ACCOUNT DISCLOSURE STATEMENT

**Member, Joint,  
Trust, Fiduciary, and  
Estate Accounts**

***AlaskaUSA***<sup>®</sup>  
*Federal Credit Union*

[alaskausa.org](http://alaskausa.org)

## **CONTACT INFORMATION**

Please contact us with any questions about these disclosures  
or with any concerns related to your account.

**By Phone:**

**907-563-4567**

**800-525-9094**

**Available 24 hours a day, 7 days a week**

**In Writing:**

**Alaska USA Federal Credit Union**

**P.O. Box 196613**

**Anchorage, AK 99519-6613**

**In Person:**

**You may also talk to us in person at any of our branches.**



Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administration, a U.S. Government Agency.

POD AKUSA 00106-D R 01/19

This Share Account Disclosure Statement is part of the Account Agreement that you signed to establish your account with Alaska USA Federal Credit Union (hereinafter referred to as Alaska USA or Credit Union). Each account type has its own Account Agreement which contains terms specific to that account type.

Please read this Share Account Disclosure Statement carefully as it contains important terms that impact your account. If you have any questions, contact us as detailed in the Contact Information listed on the back of this disclosure.

## GENERAL TERMS AND CONDITIONS

**1. Membership.** In order to receive account services with Alaska USA, individuals must qualify for membership as defined in the Credit Union's Field of Membership. Membership is also contingent upon satisfactory verification of identity pursuant to The USA PATRIOT Act. Requests for membership may be denied to individuals who have caused the Credit Union a financial loss and/or who have a record of account abuse with a consumer reporting agency.

Once an individual qualifies for membership, they will never be required to re-qualify so long as they have maintained active membership status; hence, "once a member, always a member."

A member must maintain a balance of at least \$5 (par value of one share) in any share account to qualify as an active member with all the privileges thereof, including opening or maintaining accounts. If a member draws an account balance below \$5 or the account balance is reduced below \$5 as a result of any share account service fee and the member does not increase the balance to \$5 within a six-month period, membership will terminate for non-participation.

If you do not maintain an active membership status, you will be required to re-qualify for membership in order to receive account services.

**2. Governing Law.** All accounts, regardless of account type, are governed and controlled by the laws of the United States and the applicable laws of the State of Alaska.

**3. National Credit Union Share Insurance Fund (NCUSIF).** Accounts are federally insured to at least \$250,000 by the National Credit Union Administration (NCUA). The NCUA is the federal agency that charters and supervises federal credit unions and insures savings in federal credit unions across the country through the NCUSIF, a federal fund backed by the full faith and credit of the United States government. Individual Retirement Accounts (IRAs) are separately insured up to an additional \$250,000 by the NCUSIF.

**4. Definition of Share Accounts and Share Drafts.** The term "Share Accounts" generically and collectively refers to the following types of shares: savings, money market, share draft (checking), Health Savings Accounts (HSAs), certificates, and Individual Retirement Accounts (IRAs). Share draft accounts will hereinafter be referred to as checking accounts and share drafts as checks. For regulatory purposes, credit union checking accounts are structured into checking and savings shares. The amount of the savings shares is equivalent to the funds not routinely needed to pay checks and other withdrawals from checking accounts. Since this amount varies from time to time, Alaska USA may transfer funds between the checking and savings shares prior to reporting aggregate balances to the Federal Reserve Bank, as required by federal regulation. This classification and reporting does not affect available balances, dividends earned on dividend bearing accounts, National Credit Union Administration (NCUA) insurance, the appearance of statements of account,

or any other features or functions of checking accounts.

**5. Changes to Terms and Conditions.** Changes to the terms and conditions of accounts may occur from time to time and do not require member approval. However, members will be notified of any change, amendment, or modification that would adversely affect them at least thirty (30) days in advance of such change.

**6. Discontinuance and Suspension of Services Policy.** Alaska USA may permanently discontinue or temporarily suspend account services to account holders for reasonable cause, which includes but is not limited to misconduct, fraud or attempted fraud, engaging in restricted account activities, causing a financial loss to the Credit Union, and/or account or service abuse. Account services may also be suspended to prevent the Credit Union from incurring a loss. Discontinuance and suspension of services applies to all account types, including those held by employees or officials of the Credit Union. Under certain circumstances, services may be reinstated, for example, where a member has caused the credit union a financial loss and later reimburses the credit union in full. Members may appeal the discontinuance or suspension of services to Alaska USA's Supervisory Committee. Unless expelled from membership, members retain the right to maintain a share savings account (while earning applicable dividends) and the right to vote in annual and special meetings.

**7. Security Interest and Statutory Lien Rights.** Alaska USA has the right to seize deposited funds to repay financial obligations owed by a member, joint account owner, co-borrower, guarantor, or other obligated party. These obligations may include a negative share balance or a loan that is in default. Funds may be seized from any account or share which lists the obligated party as member or joint owner.

**a. Security Interest.** By signing the account agreement, a member acknowledges and voluntarily agrees to pledge all shares and funds in the account as collateral security for any loan or loans with the Credit Union.

**b. Statutory Lien.** Under federal law, Alaska USA has the right to impress and enforce a statutory lien against a member's shares and dividends in the event of failure to satisfy a financial obligation, and may enforce that right without further notice to the member. This lien right applies to all accounts that the member has with the Credit Union, to the extent permitted by law, including accounts that are held jointly with another party. Specific exceptions to Alaska USA's application of its statutory lien right may apply, including the following instances: (1) if the account is an IRA; (2) to offset credit card debt if a member is delinquent on a credit card issued by the Credit Union; or (3) if a member is in bankruptcy, the statutory lien would not be enforced while an automatic stay is in effect. These exceptions do not negate any other remedy available to the Credit Union in the event that a member defaults on a debt, for example through a valid security interest, attachment, or court order.

**8. Automatic Account Closure.** Accounts left with a zero balance will be automatically closed after a reasonable period of time, generally within 32 to 92 days from the date of last account activity. Zero balance accounts will not be assessed a maintenance fee unless it is determined by Alaska USA that the account is still being used by the member. Members may reactivate zero balance accounts within six months from the date of last activity.

**9. Inactive/Abandoned Accounts.** If no activity occurs on your account within the time period specified by state law, your account will be considered to be abandoned and your funds will be escheated to the applicable state as required by that state's law. "State" refers to the current address listed on the account. If the address is not in Alaska, Arizona, California, or Washington, "state" will be defined as Alaska.

**10. Death or Incapacity.** If the Credit Union receives notice that you or any joint owner, fiduciary, trustee or other authorized signer on your account(s) dies or is determined incapacitated by the appropriate court, we may restrict account services. The Credit Union may continue to honor checks, items, and instructions until: (a) we know of the death or court determination of incapacity, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or court determination of incapacity for up to ten (10) days after death or incapacity unless ordered to stop payment by someone claiming an interest in the account.

#### **11. Limitations.**

**a. Share Withdrawal Limitations.** Pursuant to Regulation D reserve requirements, the Credit Union reserves the right to require a member intending to make a withdrawal from any account (except a checking account) to give written notice of such intent not less than seven days and up to 60 days before such withdrawal.

**b. Credit Union Bylaws Limitations.** No member may withdraw shareholdings that are pledged as required security on loans without the written approval of a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to Alaska USA. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to Alaska USA if she/he is delinquent as a borrower, or if borrowers for whom she/he is co-maker, endorser, or guarantor are delinquent, without the written approval of a loan officer; except that shares issued in an irrevocable trust are not subject to restrictions upon withdrawal except as stated in the trust agreement. The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the Board of Directors.

**c. Assignment and Transfer.** All share accounts are non-assignable and non-transferable to third parties. A Certificate Receipt is non-negotiable.

**d. Restricted Account Activities.** The Credit Union will not provide account services to any person or organization that:

- i.** Is registered as, or engaged in doing business as a Principal Money Service Business (MSB).
- ii.** Routinely engages in providing check cashing services to third parties or acting as a third-party processor.
- iii.** Engages primarily in the operation and/or servicing of more than one private ATM or any ATM network.
- iv.** Engages in the business of betting or wagering, or that knowingly accepts payments in connection with the participation of another person in unlawful Internet gambling, as defined in Regulation GG, the Unlawful Internet Gambling Enforcement Act (UIGEA).
- v.** Engages in the operation of a marijuana related business (MRB) or dispensary, or any other type of business that violates state or federal law.

The Credit Union may restrict account services to any

individual or business member that:

- i.** Routinely deposits and/or withdraws in aggregate more than \$150,000 in cash per calendar month.
- ii.** Utilizes their account in a manner inconsistent with the account type, if such activity results in the avoidance of account fees.
- iii.** Originates transactions from known Internet gambling providers or may be coded as originating from a gambling establishment, as defined by Regulation GG.

#### **ACCOUNT AGREEMENTS**

**1. Member Accounts.** A "member" account is the standard account type used to provide account services to individuals who qualify for membership with Alaska USA. Member accounts, including the account number, are solely owned by the member; only the member may add joint owners or beneficiaries to the account, close the account (thereby withdrawing their membership), and vote in the annual Credit Union election.

**a. Individual Accounts.** Account terms and conditions are also separately set forth in the Master Account Agreement. The member agrees to conform to the Credit Union's bylaws and amendments thereof and subscribe to at least one share. The member authorizes the Credit Union to perform a credit check or obtain a credit report at any time and acknowledges and agrees that he/she is pledging all or any part of shares/funds in the accounts associated with this master account number as collateral security for any loan or loans, excluding credit card accounts, with the Credit Union.

**b. Joint Accounts.** Joint owners on a member account have equal rights to account funds and may remove themselves from the account as set forth in the Master Joint Account Agreement. Joint owners are not qualified for membership on that account; therefore they do not retain the same rights to the account as a member.

Account terms and conditions are also separately set forth in the Master Joint Account Agreement. The member (who is also a joint owner) and the other joint owners agree to conform to the bylaws of Alaska USA and agree to the terms, conditions, and fee schedules established and amended by Alaska USA from time to time. Only the member may add, remove, or change the status of other joint owners after compliance with applicable Alaska USA procedures. Such action must be executed in writing by the member and shall not affect transactions made within one business day of receipt of notice by Alaska USA. However, any joint owner except the member may voluntarily delete his/her own name from the account by written request.

If a joint owner is deleted from the account, any blank checks in such owner's possession that are presented for payment may be honored by Alaska USA. Accordingly, the member shall be solely responsible for recovering any checks in the possession of the joint owner whose name is deleted from the account. The member and other joint owners agree with each other, and with Alaska USA, that any joint owner may establish verbally or in writing additional shares or services associated with a master account number including but not limited to debit card and/or remote account access service as permitted by Alaska USA.

In addition, the member and other joint owners agree that all sums now paid in on any share, or which may be paid in on such shares in the future, by any or all of the joint owners to their credit as such joint owners, together with all earnings and other additions, are and shall be owned by them jointly and equally with right of survivorship regardless of their net contributions. All shares shall be subject to withdrawal or receipt by any of the joint owners regardless of their net contributions, and payment to any of them or the survivor(s) shall be valid and shall discharge Alaska USA from any liability for such payment.

The member and each of the joint owners have equal rights and authority to sign or endorse all withdrawal slips, checks, or drafts to be cashed or deposited and to access the shares associated with this master account number by debit card(s), remote account access, or by any other means approved by the Credit Union. The member and other joint owners agree with each other that only the member may designate Payable on Death beneficiaries for the account.

Any and all of the joint owners agree and acknowledge that they are pledging all or any part of funds in the shares associated with the master account number as collateral security for any loan or loans, excluding credit card accounts, with Alaska USA. A pledge of shares by any one joint owner is binding on all joint owners.

- 2. Trust Accounts.** Account terms and conditions are also separately set forth in the Trust Master Account Agreement. A Trust Agreement or Trust Abstract is required to establish a Trust account. An existing member account may not be converted into a Trust account; a separate account in the name of the trust must be established. Trustees agree to conform to the bylaws of the Credit Union and agree to the terms, conditions and fee schedules established and amended by the Credit Union from time to time.

Trust Accounts shall be subject to withdrawal or receipt by any one of the Trustees and payment to any of them shall be valid and shall discharge the Credit Union from any liability for such payment. Each of the Trustees is authorized to access the accounts by any means approved by the Credit Union. Any or all of the Trustees may borrow from the Credit Union, guarantee debts of others made by the Credit Union, and pledge all or any part of the account as collateral security for a loan or loans with the Credit Union, and each warrants that such transactions are permitted under the governing Trust documents. Any Trustee may access any credit line loan established with this account through any access means made available by the Credit Union. The Trustees agree that the Credit Union is authorized to charge at any time against the trust account any indebtedness, excluding credit card accounts, owing to the Credit Union by the Trust. Trustee(s) warrant that each account he or she establishes and maintains in the Credit Union is wholly consistent with the governing Trust document.

The Trust and the Trustees release Alaska USA Federal Credit Union, its officers, directors, and employees from any and all liability or claim for loss of funds resulting from any transaction initiated by or through any named Trustee or any successor Trustee (whether or not named in the Trust Account Agreement). The Credit Union shall not be responsible for the validity, existence or legality of the Trust nor shall it be required to validate the authority of any Trustee to transact business as set forth above. The Trustee(s) hereby agree to indemnify, defend, and hold

the Credit Union harmless from any and all claims, suits, actions, damages, judgments, costs, charges and expenses, including court costs and attorneys' fees, against any and all liability, loss and damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance and transaction of any business related to the Trust account(s) established pursuant to the Trust Master Account Agreement. The Trustee(s) agree to pay any necessary expenses, attorneys' fees or costs in the enforcement of this indemnification and hold harmless agreement. Trustee(s) agree that the Credit Union shall be notified if there is any change in the Trustee(s). Any change shall be effective as to the Credit Union only after it is received in writing by the Credit Union at its business office with reasonable time to act upon such notice. Trustee(s) agree that the Credit Union shall be notified of any change in address of any of the persons who are Trustee(s). The Credit Union shall have discretion in how it determines the identity of any person claiming to be a Trustee. Such determination shall be binding on the Trust, Grantor(s), Trustor(s), Settlor(s), Trustee(s) and any successor Trustee(s). The Credit Union may require that any or all disbursement(s) shall be made payable to any one or more of the Trustee(s).

- 3. Fiduciary Accounts.** Fiduciary Accounts include the following types: Representative Payee, Guardian/Conservator, and Uniform Transfer to Minors (UTMA) accounts. The terms and conditions below are applicable to each Fiduciary Account type and are also separately set forth in the Fiduciary Master Account Agreement.

The Representative Payee, Guardian, Conservator(s), or Custodian, (hereinafter referred to as the Fiduciary) agrees to conform to the bylaws of the Credit Union and agrees to the terms, conditions and fee schedules as established and amended by the Credit Union from time to time. The Fiduciary is authorized to access the account by any means approved by the credit union. This access includes rights to withdrawal, receipt, and payment by or to the Fiduciary. The Credit Union is hereby discharged from any liability for such payment. The Fiduciary agrees that the Credit Union may charge at any time against any account associated with the fiduciary account any indebtedness, excluding credit card accounts, owing to the Credit Union by the Beneficiary, Ward, Protected Person or Minor. The Fiduciary warrants that each account he or she establishes and maintains in the Credit Union is wholly consistent with the governing Letter of Appointment, applicable statutes and regulations, and/or court or administrative orders.

The Fiduciary further represents the following: (i) the Letter of Appointment, applicable statutes and regulations, court or administrative order, and/or other document establishing the fiduciary relationship is in full force and effect and it has not been revoked or amended in any manner which would cause the representations made herein to be inaccurate or incorrect; (ii) the Fiduciary has qualified, are acting as Fiduciary, and are authorized to open an account and complete other documents for the receipt of financial services from the Credit Union on behalf of the Beneficiary, Ward, Protected Person or Minor; (iii) the Fiduciary shall not transact any personal financial transactions on any accounts for which he/she is acting in a fiduciary capacity, and (iv) the Fiduciary will send written notice of any change in the Fiduciary's power or authority, or of an amendment or modification of the document(s) establishing the fiduciary relationship or any other event which would cause the representations made herein or any

other representations made to the Credit Union to be or become inaccurate or incorrect. The Credit Union may rely on these representations and any instructions by the Fiduciary and act in accordance therewith in any respect affecting the account, the Beneficiary, Ward, Protected Person or Minor before or after termination of the fiduciary relationship, unless and until it receives a written notice of any events affecting the Fiduciary's powers described above or in any documents required by the Credit Union. The Fiduciary acknowledged that in connection with the formation of the fiduciary relationship and the opening of and transacting business on any accounts with the Credit Union that the Credit Union has not provided the Fiduciary(s) or any other person connected with the fiduciary relationship, the Beneficiary, Ward, Protected Person or Minor, or assets of the Beneficiary, Ward, Protected Person or Minor with legal, tax, or estate planning advice. The Fiduciary warrants and represents that the Fiduciary either actually consulted with legal counsel or had ample opportunity to consult with legal counsel regarding fiduciary obligations owed to the Beneficiary, Ward, Protected Person, or Minor and/or the legal, tax, or estate planning issues relating to the opening of and transacting business in accounts with the Credit Union. The Credit Union does not assume any obligations that have been imposed upon the Fiduciary and it remains the Fiduciary's sole responsibility to fulfill any and all such obligations and meet all standards of care imposed by law.

The Fiduciary, individually and on behalf of the account owner (the Beneficiary, Ward, Protected Person and Minor) releases the Credit Union, its officers, directors, and employees from any and all liability or claim for loss of funds resulting from any transaction initiated by or through the Fiduciary. The Credit Union has no duty to verify the validity, existence or legality of the purported Fiduciary's designation nor shall it be required to validate the authority of any Fiduciary to conduct account transactions. The Fiduciary hereby jointly and severally (if more than one) agree to indemnify, defend, and hold the Credit Union harmless from any and all claims, suits, actions, damages, judgments, costs, charges and expenses, including court costs and attorneys' fees, against any and all liability, loss and damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance and transaction of any business related to the Fiduciary Account(s). The Fiduciary agrees to pay any necessary expenses, attorneys' fees or costs in the enforcement of this indemnification, defense, and hold harmless agreement. The Fiduciary agrees that the Credit Union shall be notified if there is any change in the fiduciary capacity of the Fiduciary. Any change shall be effective as to the Credit Union only after it is received in writing by the Credit Union at its business office with reasonable time to act upon such notice. The Fiduciary agrees that the Credit Union shall be notified of any change in address of any of the persons who are the Fiduciary. Credit Union shall have discretion in how it determines the identity of any person claiming to be a Fiduciary. The Credit Union may require that any or all disbursement shall be made payable to any one or more of the Fiduciary. The Fiduciary accept sole responsibility for maintaining records as required by law and the Credit Union is exempt from any such obligation.

The Credit Union requires documentation for each type of Fiduciary Account as follows:

**a. Guardian/Conservator Accounts.** Official court documents specifying the Guardian/Conservator's right to manage

the Ward's financial affairs and accounts are required to establish a Guardian/Conservator account. Guardian/Conservator accounts may only be managed by the Guardian/Conservator. Alaska USA does not offer an account type for co-management of funds by both the Guardian/Conservator and the Ward/Protected Person.

**b. Representative Payee Accounts.** A Letter of Appointment from the Social Security Administration (SSA) is required to establish a Representative Payee account. Applications for appointment are not sufficient.

The number of Representative Payees which may be signatories on the account is limited to one. A Representative Payee account is a limited account type established solely for the purpose of receiving direct deposits from the SSA. Upon receipt of notification that a change in Representative Payees has occurred, funds held in a Representative Payee account must be returned to the SSA.

**c. Uniform Transfer to Minor Accounts (UTMA).** No specific documentation granting authority is required to establish the account. For income tax purposes, dividends earned on a UTMA are reported under the name of the minor beneficiary in whose name the account is established. The only individual authorized to transact on a UTMA is the Custodian. The number of Custodians which may be signatories on the account is limited to one.

**4. Estate Accounts.** Account terms and conditions are also separately set forth in the Estate Master Account Agreement.

In order to establish an estate account, the decedent must have been a member of the Credit Union at the time of death. Personal Representative(s) must provide a Death Certificate, Letters Testamentary or Letter of Administration, and a Tax Identification Number (TIN) for the Estate. The number of Personal Representatives which may be signatories on the account is limited to two.

Personal Representatives agree to conform to the bylaws of the Credit Union and agree to the terms, conditions and fee schedules established and amended by the Credit Union from time to time. All accounts shall be subject to withdrawal or receipt by any one of the Personal Representatives and payment to any of them shall be valid and shall discharge the Credit Union from any liability for such payment. Each of the Personal Representatives is authorized to access the accounts by any means approved by the Credit Union. The Personal Representatives agree that the Credit Union is authorized to charge at any time against any account associated with the estate account any indebtedness, excluding credit card accounts, owing to the Credit Union by the Estate. Personal Representative(s) warrant that each account he or she establishes and maintains in the Credit Union is established and maintained in a manner that is wholly consistent with the governing Letters Testamentary/of Administration.

The Estate and the Personal Representative(s) release Alaska USA Federal Credit Union, its officers, directors and employees from any and all liability or claim for loss of funds resulting from any transaction by or through any above named Personal Representative. The Credit Union shall not be responsible for the validity, existence or legality of the Estate nor shall it be required to validate the authority of any Personal Representative to transact business as set forth above. The Personal Representative(s)

hereby agree to indemnify, defend, and hold the Credit Union harmless from any and all claims, suits, actions, damages, judgments, costs, charges and expenses, including court costs and attorneys' fees, against any and all liability, loss and damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance and transaction of any business related to the Estate account(s) established pursuant to the Estate Master Account Agreement. The Personal Representative(s) agree to pay any necessary expenses, attorneys' fees or costs in the enforcement of this indemnification and hold harmless agreement. Personal Representative(s) agree that the Credit Union shall be notified if there is any change in the Personal Representative(s). Any change shall be effective as to the Credit Union only after it is received in writing by the Credit Union at its business office with reasonable time to act upon such notice. Personal Representative(s) agree that the Credit Union shall be notified of any change in address of any of the persons who are Personal Representative(s). The Credit Union shall have discretion in how it determines the identity of any person claiming to be a Personal Representative. Such determination shall be binding on the Estate. The Credit Union may require that any or all disbursement shall be made payable to any one or more of the Personal Representative(s).

- 5. Accounts for Minors.** The Credit Union may require an account in the name of the minor be established by a custodial parent or legal guardian of the minor and that the custodial parent or legal guardian be listed as a joint owner. The custodial parent or legal guardian shall be primarily liable to the Credit Union for any returned items, overdrafts, or unpaid charges or amounts. The Credit Union may make payments of funds directly to a minor without regard to his or her minority. The Credit Union has no duty to inquire of the use of any transaction by the minor or joint owner. Services offered to minors may be limited or restricted at the Credit Union's sole discretion.

Custodial parents or legal guardians who are not listed as a joint account owner do not have rights to the minor's account.

## **ADDITIONAL TERMS AND CONDITIONS FOR SPECIFIC SHARES**

### **1. Checking Accounts.**

**a. Endorsement Standards.** The Federal Reserve has established standards for endorsements on the back of checks. Payee endorsements must be restricted to the 1.5-inch area on the back of the check beginning at the trailing edge. (The trailing edge is the left end when viewing the check from the front.) All other areas on the back of the check are reserved for financial institution endorsements. If the person presenting the check or any prior endorser writes on or imprints information in the areas reserved for financial institutions, a financial institution's endorsement may be obscured and could result in a late return of the check if it is not paid. The member is responsible for any loss incurred by them or Alaska USA due to such a late return. Additionally, the member will be responsible for any late returns caused by preprinted information or carbon bands that may appear on the backs of checks that are negotiated by the member.

**b. Facsimile Signatures.** Any member using a Facsimile Signature authorizes and directs Alaska USA, without further inquiry and as an accommodation to the member, to honor and pay checks, drafts, and other negotiable instruments ("Instruments") bearing or purporting to bear

a facsimile signature, and to charge and debit the member account(s) for such Instruments, regardless of how or by whom the actual or purported facsimile signature was affixed. The member agrees to assume full responsibility for Instruments Alaska USA pays containing or purporting to contain a Facsimile Signature and is precluded from asserting and agrees to indemnify and hold Alaska USA harmless from any and all losses, claims, damages, liabilities, attorney's fees, costs, and expenses arising from or related to any use, misuse, or unauthorized or unlawful use of a Facsimile Signature or device.

- c. Post and Stale-dated Checks.** For checks drawn on Alaska USA member accounts, a post-dated check or a check of which the date is at least six months old may be paid upon demand unless Alaska USA has been instructed to stop payment.

### **2. Term Share Accounts (Certificates).**

**a. Maturity and Renewal.** Term share accounts (Certificates and IRA Certificates) will mature at the maturity date set forth in the Certificate Receipt or Maturity Notice. Certificates and IRA Certificates are eligible for automatic renewal. A Certificate or IRA Certificate designated for automatic renewal will be extended for successive periods equal to the original term and at the prevailing dividend payment frequency, dividend rate, and APY being paid by Alaska USA as of the renewal date on Certificates or IRA Certificates with the same term and minimum balance, unless otherwise specified by the owner prior to maturity. Certificates not specified to automatically renew at maturity by the owner prior to the maturity date shall be disbursed as instructed by the owner. Funds disbursed from a matured Certificate, if deposited into another account of the Certificate owner, are subject to the terms and conditions of that account. An IRA Certificate not specified to automatically renew will automatically convert to a variable-rate IRA and is subject to the terms and conditions of a variable-rate IRA.

**b. Limitations and Amendments.** During the first seven (7) days after the date of issuance, the maturity period (term) of the Certificate or IRA Certificate may be changed and deposits to them will be permitted. The dividend rate for the amended Certificate or IRA Certificate will be the published dividend rate on the original date of issuance or renewal for the specified term and final amount.

A penalty for early withdrawal will be assessed if the deposited funds or any portion of them are withdrawn prior to the maturity date. Exceptions to these penalties shall apply only in case of death or disability of the Certificate owner or IRA Certificate owner, or if the amount withdrawn is equal to the annual required minimum distribution (RMD) for the IRA Certificate owner.

Partial withdrawals from a Certificate or IRA Certificate are not allowed if the withdrawal would lower the balance below the required minimum.

One-time annual deposits to IRA Certificates will be permitted up to the yearly contribution limit established by the Internal Revenue Service.

Certificate dividends may be paid to the Certificate balance, by automatic dividend withdrawal to another share within the account, or by check. IRA Certificates do not allow dividends paid by check or automatic dividend withdrawal to another non-IRA share within the account.

The dividend disposition and renewal options for the Certificate or IRA Certificate may be changed at any time

during its term.

The Early Withdrawal Penalty applies to all automatic renewals of existing Certificates or IRA Certificates as if they were new deposits, except during the first 10 calendar days after renewal. During this grace period, all or part of the Certificate may be withdrawn without being subject to the Early Withdrawal Penalty.

In the event an early withdrawal lowers the Certificate balance below the required minimum, the Certificate must be closed and the Early Withdrawal Penalty will be calculated using the full balance of the Certificate.

### c. Early Withdrawal Penalties.

**i. Certificates.** Pursuant to Federal Regulations, a minimum Early Withdrawal Penalty of 7 days' dividends will be assessed on amounts withdrawn within the first 6 days after the date of issuance of a new non-IRA Certificate and on any partial withdrawals made prior to the date of maturity. Application of this penalty may result in the forfeiture of some principal, as well as dividends.

If the maturity period (term) of the Certificate is 90 days or less, the Certificate owner shall forfeit an amount equal to the lesser of:

- 30 days of dividends on the amount withdrawn, or
- all dividends on the amount withdrawn since the date of issuance or renewal.

If the maturity period (term) of the Certificate is 91 days to 365 days, the Certificate owner shall forfeit an amount equal to the lesser of:

- 90 days of dividends on the amount withdrawn, or
- all dividends on the amount withdrawn since the date of issuance or renewal.

If the maturity period (term) of the Certificate is 366 days to 729 days, the Certificate owner shall forfeit an amount equal to the lesser of:

- 180 days of dividends on the amount withdrawn, or
- all dividends on the amount withdrawn since the date of issuance or renewal.

If the maturity period (term) of the Certificate is 730 days or more, the Certificate owner shall forfeit an amount equal to the lesser of:

- 365 days of dividends on the amount withdrawn, or
- all dividends on the amount withdrawn since the date of issuance or renewal.

**ii. IRA Certificates.** If the maturity period (term) of the Certificate is 90 days or less, the Certificate owner shall forfeit an amount equal to the lesser of:

- 30 days of dividends on the amount withdrawn, or
- all dividends on the amount withdrawn since the date of issuance or renewal.

If the maturity period (term) of the Certificate is 91 days to 365 days, the Certificate owner shall forfeit an amount equal to the lesser of:

- 90 days of dividends on the amount withdrawn, or
- all dividends on the amount withdrawn since the date of issuance or renewal.

If the maturity period (term) of the Certificate is 366

days to 729 days, the Certificate owner shall forfeit an amount equal to the lesser of:

- 180 days of dividends on the amount withdrawn, or
- all dividends on the amount withdrawn since the date of issuance or renewal.

If the maturity period (term) of the Certificate is 730 days or more, the Certificate owner shall forfeit an amount equal to the lesser of:

- 365 days of dividends on the amount withdrawn, or
- all dividends on the amount withdrawn since the date of issuance or renewal.

### DIVIDENDS AND RATES

**1. Nature of dividends.** Dividends are paid to accounts earning dividends from current income and available earnings after required regulatory transfers to reserves at the end of a dividend period. The disclosed Dividend Rate and Annual Percentage Yield (APY) are the prospective rates and yields that Alaska USA anticipates paying for the applicable dividend period.

**2. Rate information.** The Dividend Rate and APY on member account(s) are provided on a separate document entitled "Share Rates Disclosure." That document, along with this Share Account Disclosure Statement, are collectively referred to as "Account Disclosures." The dividend rates and APY set forth in the Share Rates disclosure are accurate as of the date on the rate sheet. Please visit [alaskausa.org](http://alaskausa.org) or call the Member Service Center to obtain current dividend rates and APYs (see Contact Information listed on the back of this disclosure).

The APY measures the total amount of dividends paid on an account based upon the dividend rate and the frequency of compounding. The APY is expressed as an annualized rate, based upon a 365-day year. APY calculation assumes that principal and paid dividends remain in the account a full 365 days (variable rate accounts) or through the maturity date (fixed rate accounts). A withdrawal of paid dividends before maturity of term share accounts (Certificates or IRA Certificates) will reduce earnings. The Dividend Rate and APY may change as determined by the Board of Directors as stated within the Account Disclosures. Rate changes are solely within Alaska USA's discretion. However, once a term share account is issued or renewed, the rates are fixed over the term of that account (fixed rate account). Other share accounts that may earn dividends are variable rate accounts. The frequency with which the Board of Directors may change variable rate account rates is set forth in the Comparative Summary of Share Accounts.

**3. Compounding and crediting dividends.** Accounts opened after December 31, 1983, on which the taxpayer identification number (TIN) has not been certified, will not receive a dividend. The frequency with which dividends are compounded and credited (Dividend Period) is set forth in the Comparative Summary of Share Accounts. Dividend Period means the span of time established by the Board of Directors at the end of which time shares in a member account earn dividend credit. The Dividend Period may be different for each share type. The Dividend Period for each share type is also set forth in the Comparative Summary of Share Accounts. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. For example, if the dividend period is monthly, then the first dividend period within a calendar year would begin January 1 and end January 31. All other monthly

# COMPARATIVE SUMMARY OF SHARE ACCOUNTS

Account		Dividends		Balance Requirements		Transaction Limitations on Account	Statement Frequency	Eligibility as Loan Collateral
Type	Account ID Range	Frequency of dividend distribution (the dividend record)	Frequency that dividends may be made to the Director/Shareholder (Annual Percentage Yield (APY))	Minimum balance to open an account	Minimum daily balance to avoid maintenance fee	Transaction limitations to comply with federal regulations	Statements for all account types with the same account number are mailed together	Funds on deposit may be pledged as collateral on a loan from Fidelity USA
<b>Savings</b>								
Share Savings	10	Quarterly	May vary daily as determined by the Board of Directors (Variable rate account)	None	\$50 (SS for members less than 20 years of age)	Federal Regulation D limits the number of transfers from savings and money market accounts to no more than six (6) per calendar month. Accounts affected by this regulation include Super Money Market, and Junjo Money Market Accounts. Transfers affected by this regulation include preauthorized, automatic, and recurring transfers; transfers conducted by email or fax; and over-the-counter transactions. Transfers not affected by this regulation include transfers conducted in person, via automated teller machine (ATM), or by mail, and transfers made to pay an ACH bill USA loan.	Monthly if a checking or money market account, or active credit line or an applicable derivative funds transfer is associated with the account type)	Yes
Premium Savings	108							
<b>Money Market</b>								
Money Market	201		May vary daily as determined by the Board of Directors (Variable rate account)		\$2,500			
Super Money Market	201	Monthly	May vary daily as determined by the Board of Directors (Variable rate account)	None	\$10,000		Monthly	No
Tag 1: 1,100,000; 2: \$499								
Tag 2: 2,520,000 or greater								
Junjo Money Market	201				\$50,000			
Tag 1: 1,500,000; 2: \$999								
Tag 2: 1,100,000 or greater								
<b>Checking</b>								
Governance Checking	701	None	Not applicable	Not applicable	Maintenance fee applies if Direct Deposit is discontinued.			
Relationship Checking	701	None	Not applicable	Not applicable	\$500 in any associated share or loan account. Minimum daily balance requirement waived for members less than 20 years of age.	None		
Investor Checking	701	Monthly	Monthly as determined by the Board of Directors (Variable rate account)	None	\$1,000		Monthly	No
Health Savings Account (HSA)	74	Monthly	Monthly as determined by the Board of Directors (Variable rate account)	\$50, \$100, \$10,000, \$50,000, or \$100,000	\$50	Transaction limitations on HSA deposits: limited to the maximum annual legal amount, unless the funds represent a transfer or rollover from another qualified ISA account.		
<b>Individual Retirement Accounts</b>								
Individual Retirement Account (IRA)	5049	Quarterly	Monthly as determined by the Board of Directors (Variable rate account)	None	\$50		Quarterly	
IRA Certificate (Term of 1-11 months/30-364 days)	5049	At Maturity	At Maturity (fixed rate account)	\$500, \$2,500, \$10,000, \$25,000, \$50,000, \$100,000, or \$250,000	Not applicable	IRA deposits are limited to the maximum annual legal amount, unless the funds represent a transfer or rollover from another qualified retirement account. IRA deposits are limited to the date a RIA or certificate.	Monthly if a checking or money market account, or active credit line or an applicable derivative funds transfer is associated with the account type)	No
IRA Certificate (Term of 1-6 months)	5049	Monthly	Monthly (fixed rate account)					
<b>Certificates</b>								
Terms of 1-11 months (30-364 days)	8939	At Maturity	At Maturity (fixed rate account)		Not applicable		Quarterly	Yes
Terms of 12-60 months (365-52/2/269)	8939	Monthly	At Maturity (fixed rate account)	\$500, \$2,500, \$10,000, \$25,000, \$50,000, \$100,000, or \$250,000	Not applicable	A penalty may be assessed on amounts withdrawn before the maturity date.	Monthly if a checking or money market account, or active credit line or an applicable derivative funds transfer is associated with the account type)	(For period not to exceed the term of the certificate or one year on single payment basis)

dividend periods follow this same pattern. If the dividend period is quarterly, then the first dividend period within a calendar year would begin January 1 and end March 31. All other quarterly dividend periods follow this same pattern. The dividend declaration date precedes the ending date of a dividend period and is usually the date of the meeting of the Board of Directors immediately before that ending date. The Board of Directors generally meets on the last Wednesday of a calendar month. The effective beginning date for a new IRA Certificate is the date that the IRA Certificate was issued or renewed. The effective beginning date for Certificates is the date that the Certificate was issued or renewed.

The effective beginning date for all other new share accounts is the first calendar day that funds were deposited. Certificates and IRA Certificates with an original maturity of less than one year will receive accrued dividends at maturity. Certificates and IRA Certificates with an original maturity of one year or more will receive accrued dividends at the end of each month and at maturity. Dividends will not be paid if an account is closed before accrued dividends are credited.

4. **Balance requirements and dividend accruals.** The minimum balance to open each share type is set forth in the Comparative Summary of Share Accounts. This summary also sets forth the minimum daily balance that must be maintained in a share each day to obtain the disclosed APY. The minimum daily balance required to avoid the imposition of an account maintenance fee is also set forth in the summary. The share type designations in effect during the dividend period will determine the corresponding balance requirements used in dividend calculation and maintenance fee assessment. Changing a share type designation is limited to one change per dividend period for Share Savings or Premium Savings as well as for Money Market, Super Money Market, or Jumbo Money Market. Share type changes must be requested and are not established automatically based upon account balance. The share type designation for checking accounts in effect at the end of the calendar month will determine the corresponding balance requirements used in dividend calculation, if applicable, as well as maintenance fee assessment. Changing the Investor Checking share type designation may result in loss of accrued dividends. Dividends are calculated by the Daily Balance method that applies a daily periodic rate to the principal balance every day, providing that the balance is at or above the minimum daily balance required to earn dividends for that share type on that day. Dividends will begin to accrue on the business day that the cash or non-cash (e.g., check) deposit is made to the share. Dividends will begin to accrue on direct deposits on the effective date of the deposit, which is the business day Alaska USA receives credit for the deposit. The effective date of receipt is shown on the periodic statement of account.

## TRANSACTION PROCESSING

There are two basic types of transactions that post to your account: **credits** (deposits) and **debits** (withdrawals). It is important to be familiar with how each type of credit and debit is applied to your account so that you know the amount of funds available to you at any given time.

Typically, Alaska USA posts transactions in the order they are received. We cannot control when transactions are presented for deposit or payment. Alaska USA makes every attempt to post credits before debits so that members receive the maximum benefit of their funds. This section explains how and when we post transactions to your account.

1. **Actual Balance.** Your actual balance is the actual amount of money in your account, which is updated throughout the day as transactions are posted. It does not include pending transactions or holds.
2. **Available Balance.** Your available balance is the amount of money in your account that is currently available for you to make purchases, withdrawals, etc. The available balance reflects any pending transactions as well as any holds placed on deposits. Your available balance is updated throughout the day as transactions are posted. It does not include any checks you have written that have not been presented for payment, bill payments that have been scheduled but not yet sent or ACH transactions (direct withdrawals and/or direct deposits) that have not yet posted.

Available balance is used to determine whether an item will be paid and to assess overdraft fees.

3. **Credits.**

- a. **Checks.**

- i. **Holds on Deposited Funds (Regulation CC expedited funds availability disclosure).** Generally, Alaska USA's policy is to make funds from member deposits available on the day of deposit. Funds from electronic direct deposit and wire transfers will be available on the date Alaska USA receives payment for that deposit. A cash deposit will be available on the date of deposit, if made in person during business hours. In most cases, funds deposited by check are available to the member prior to final collection of those checks.

Deposited funds are used to pay checks that have been written if funds are deposited into a checking account, or funds may be withdrawn by the member in cash. Although members may withdraw these funds, they remain responsible for any deposited check that may be returned unpaid.

In some cases, all of the funds that are deposited by check may not be available on the day of the deposit. Depending on the type of check and the dollar amount of the check(s), funds may be unavailable for up to two (2) business days after the day of the deposit. If held, the first \$200 of a deposit becomes available on the first business day after the deposit is made. Additional funds up to a total of \$4,800 may be released two (2) business days after the day the deposit is made.

Funds placed on hold will be unavailable for withdrawal by any means until the date(s) specified (see 'Notification of Deposit Hold'). Availability of funds deposited at an automated teller machine (ATM) will be automatically delayed for one business day, and deposited funds may be held longer, once the deposited item(s) are reviewed.

- ii. **Determining the Date of Deposit.** For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. The day of deposit for deposits made in person at a branch during business hours is that business day. However, if the deposit is made at a night depository after the branch is closed or on a day that the branch is not open, the day of the deposit will be the next business day that the branch is open. ATM deposits made after the close of business may be considered to have been made on the next business day.

Dividends, if applicable, will accrue from the date of the deposit even if deposited funds are held.

**iii. Other Reasons for Possible Delay in Availability.**

The hold periods specified in 'Holds on Deposited Funds (Regulation CC expedited funds availability disclosure)' may be extended for a longer period under the following circumstances:

- Checks deposited on any one day total more than \$5,000
- A check that had been previously returned unpaid is re-deposited
- An account has been overdrawn repeatedly during the last six months
- There is an emergency, such as failure of communications or computer equipment
- There is reasonable cause to believe that the check presented for deposit will not be paid
- A deposit is being made into a new account (see 'Special Rules for New Accounts')

**iv. Notification of Deposit Hold.** If all of the funds from a deposit will not be available on the day of the deposit, notification at the time the deposit is made will include a schedule of the days when the specific amounts will become available. If the deposit is not made directly to an Alaska USA employee, or if a decision is subsequently made not to make funds from that deposit immediately available, a notice will be mailed to the address of record. If members need the funds from a deposit immediately, they should ask an Alaska USA employee when the funds will be available.

**v. Special Rules for New Accounts.** The following rules will apply during the first thirty (30) days that a new member's account is open. Funds from electronic direct deposits to an account will be available on the date Alaska USA receives payment for that deposit. Funds from deposits of cash, checks drawn on the Credit Union, wire transfers, and the first \$5,000 of a day's total deposits of cashier, certified, teller, travelers, and government checks will be available on the day of the deposit if the deposit meets certain conditions. For example, checks must be payable to the primary member or joint owner. If the deposit was not made in person to an Alaska USA employee, funds will not be available until the first business day after the day of deposit. The amount of the deposit in excess of \$5,000 will be available for withdrawal no later than nine (9) business days after the day of deposit. Funds from all other check deposits may be unavailable until nine (9) business days after the day of deposit.

**vi. Holds Due to Cashed Checks.** If a check drawn on another financial institution is presented for cash, Alaska USA may withhold the availability of a corresponding amount of funds that are already on deposit. Those funds would then be available at the time funds from the check that was cashed would have been available if it had been deposited. Alternatively, Alaska USA may require the check to be deposited and available funds withdrawn.

**b. Automated Clearing House (ACH) Transactions.** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not

subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Alaska as provided by the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

**i. Notice of Receipt.** Under the Operating Rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, the Credit Union is not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**ii. Provisional Payment.** Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you the amount of such entry.

**c. Incoming Bank Wires.** Deposits from incoming bank wires are posted to your account as they are received and are available for immediate withdrawal.

**d. Cash Deposits.** Cash deposits presented at a branch location are posted to your account as they are received and are available for immediate withdrawal.

**e. Remote Deposit Capture.** Deposits made using Remote Deposit Capture are posted several times a day. Deposits submitted between 11:00 a.m. and 5:00 p.m. Alaska Standard Time (AST) will typically post the same business day. Deposits submitted after normal business hours will generally post the next business day by 11:30 a.m. AST. Funds may not be available for immediate withdrawal. Members are sent an email notification of any holds placed on deposited items.

**f. Night Deposits.** Deposits made using a branch night depository are posted several times a day. Deposits made after branch operating hours will be posted the next business day, generally within one hour of the branch opening time. Deposits made throughout the day will be posted no later than the branch closing time. Deposits may not be available for withdrawal subject to the Hold on Deposited Funds section 3.a.

**g. ATM Deposits.** Alaska USA has two types of depository ATMs (automated teller machines). "Intelligent Depository" ATMs allow you to deposit cash or checks directly into a bill feeder; "Envelope Depository" ATMs allow you to place checks into a deposit envelope. Cash deposits made using an Intelligent Depository are posted to your account as they are received and available for immediate withdrawal. Check deposits made using either an Intelligent or Envelope Depository are posted to your account as they are received but may not be available for immediate withdrawal. Generally, we will attempt to make at least part of your check deposit immediately available. However, some check deposits may be automatically delayed for one business day, and deposited checks may be held longer, once the

deposited item(s) are reviewed.

- h. **Debit Card Credits.** Credits (refunds) from debit card purchases are posted to the account as they are received, which may be 3-5 days after the merchant has processed your return. Once posted, these credits are available for immediate withdrawal.

#### 4. Debits.

- a. **Checks.** When you write a check, it may be negotiated in an Alaska USA branch for deposit or encashment, or it may be negotiated at another financial institution and processed through the Federal Reserve System. Checks presented at an Alaska USA branch will generally be debited from your account as soon as they are received. Checks received from the Federal Reserve will be processed once each day and will post in check number order.

- b. **Outgoing Bank Wires.** Funds for outgoing bank wires are withdrawn from the account on the same day as the request if the request is received before 12:30 p.m. AST, or the next business day if the request is received after 12:30 p.m. AST.

Account holders are responsible for verifying the information they provide to Alaska USA for out-going bank wire instructions. Members should be aware that financial institutions do not match the name on the receiving account to the name of the beneficiary listed on the wire request. Financial institutions may rely solely on the account number provided on the wire request; therefore, it is critical to ensure the accuracy of your bank wire instructions.

Once a bank wire has been transmitted, it cannot be recovered.

- c. **ACH Payments.** Alaska USA receives Automated Clearing House (ACH) transactions every business day from the Federal Reserve. All ACH transactions for your account are grouped together and will post in the following order: payments for check orders placed using Alaska USA's check vendor, mortgage payments, and insurance payments, followed by all other payments in low to high dollar amount order.

- d. **ATM Withdrawals.** ATM withdrawals are transactions where you use your debit or credit card, and enter your PIN, to withdraw cash at an Automated Teller Machine (ATM). Except in rare circumstances, ATM withdrawals immediately post to your account at the time of the transaction.

- e. **Debit Card Transactions.** Debit card transactions are processed in one of two ways. When a merchant asks if you are using the card as "debit or credit," debit means the purchase will be processed as a point-of-sale transaction; credit means the purchase will be processed as a signature-based transaction. Regardless of how the transaction is processed, Alaska USA will use your available balance to determine whether a transaction will be approved (authorized) or declined.

- i. **Point-of-Sale (POS) Transactions.** Typically, POS transactions are where you use your debit card and enter your PIN at the time of purchase. Under certain dollar limits, some merchants will not require your PIN for a POS transaction.

POS transactions are similar to ATM withdrawals because they usually post to your account at the time of the transaction. However, sometimes merchants do not present POS transactions for immediate payment. Regardless, the Credit Union will attempt to

post the transaction as soon as it is received.

- ii. **Signature-Based Transactions.** Signature-based transactions are where you use your debit card and sign for the transaction instead of entering your PIN. For certain transaction types, or under certain dollar limits, some merchants will not require your signature for the transaction even though your PIN was not used.

Signature-based transactions do not immediately post to your account; these transactions will post when they are presented by the merchant, generally within three (3) business days.

As described above, debit card transactions are authorized based on your available balance. When Alaska USA authorizes a signature-based debit card transaction, we will place an authorization hold on the corresponding amount of funds in your checking account to cover that transaction. If we obtained your consent to receive Debit Card Overdraft Services in compliance with Regulation E, (see Account Overdrafts 2b), the authorization hold will immediately expire and the corresponding funds will become available. If your account is NOT opted in to Debit Card Overdraft Services, the authorization hold will remain in place until the transaction is posted to your account, generally within three (3) business days.

Cardholders should be aware that the amount of an authorization hold may differ from the actual amount of the transaction. This occurs most commonly with fuel purchases made at a self-service gas pump. Fuel purchase authorizations may be more than the final purchase amount.

#### ACCOUNT OVERDRAFTS

- 1. **Determining Overdraft Status.** Alaska USA pays debits based on the account's available funds. If available funds are not in the account when a debit is presented for payment, the Credit Union will attempt to pay the item using any or all of the applicable overdraft programs for which the member has enrolled or is qualified to receive.

The fee for account overdrafts are listed on the 'Schedule of Share Account Service Fees and Charges' page of this disclosure.

- 2. **Overdraft Programs.** Alaska USA offers three types of overdraft programs: Overdraft Protection, Debit Card Overdraft Services, and the Courtesy Overdraft Payment Program. Fees for these programs are listed on the 'Schedule of Share Account Service Fees and Charges' page of this disclosure. A fee may be charged for each item Alaska USA pays which results in a negative available balance.

Enrollment in overdraft program(s) does not guarantee that Alaska USA will always authorize and pay every transaction. If an overdraft occurs on an account, Alaska USA will notify the member of the amount paid, including the fee per transaction. Members have 14 calendar days to repay outstanding balances incurred as a result of overdraft programs. Failure to repay outstanding balances may result in suspension of account services.

Members may decline participation in any of the overdraft programs at any time by contacting Alaska USA verbally or in writing (see Contact Information listed on the back of this disclosure).

- a. **Overdraft Protection.** Overdraft Protection is a service that automatically transfers funds from a savings share, money market share, or credit line loan to cover overdrawn amounts in a checking share within the same account. Overdraft Protection applies to checks and ACH debits, and also signature-based debit card transactions if the account is enrolled in Debit Card Overdraft Services.

Members or joint account owners may enroll an account in this service by signing an Agreement to Provide Overdraft Protection. A \$5 fee per day will apply for transfers from a savings or money market share. Transfers from savings and money market shares are governed by Regulation D and are therefore limited to six (6) transfers per calendar month. Transfers from a credit line loan will be rounded up to the nearest \$100 sufficient to cover the overdrawn amount. There is no fee for the first three (3) transfers per calendar month from a credit line loan; however, there is a \$5 fee per day for additional transfers. If for any reason a credit line loan is closed, overdraft protection from that source will be immediately cancelled.

- b. **Debit Card Overdraft Services.** Debit Card Overdraft Services (Overdraft Services) allow Alaska USA to pay signature-based debit card transactions when there are insufficient available funds in the checking share (see 'Available Balance'). An Overdraft Services Fee will be charged for each item Alaska USA pays which results in a negative available balance.

Federal regulations require Alaska USA to obtain member or joint account owner authorization prior to providing Overdraft Services. Members/joint owners may enroll the account in this service by completing a Consent Form for Overdraft Services via telephone, in-person, or using online account access. Once consent is given, members/joint owners may revoke their authorization at any time.

Enrollment in overdraft programs does not guarantee that Alaska USA will always authorize and pay every transaction. The payment of overdrafts under the program is a courtesy and is not a right or obligation. Alaska USA may discontinue Overdraft Services for any account at any time without prior notice and without reason or cause.

- c. **Courtesy Overdraft Payment Program.** The Courtesy Overdraft Payment Program (Courtesy Pay) is a non-contractual overdraft program that allows Alaska USA to pay checks and ACH debits when there are insufficient available funds in the checking share to pay the transaction at the time of presentment (see 'Available Balance'). Courtesy Pay applies to checks and ACH transactions; it does not apply to debit card transactions. A Courtesy Pay Fee will be charged for each item Alaska USA pays which results in a negative available balance.

Courtesy Pay is automatically applied to eligible member accounts in good standing. Members may decline participation in this program by providing Alaska USA with verbal or written notice.

The amounts which Alaska USA may pay under the program vary by account and are calculated at our sole discretion. The payment of overdrafts under the program is a courtesy and not a right or obligation. Alaska USA may discontinue Courtesy Pay for any account at any

time without prior notice and without reason or cause.

3. **Nonsufficient Funds (NSF) Activity.** If available funds are not in the account when a debit is presented for payment, and Overdraft Protection or Courtesy Pay are not available, the item will be returned unpaid. A fee will be assessed for each returned item.

## ERROR RESOLUTION

1. **Unauthorized Signatures and Alterations.** Account holders shall examine each statement of account and discover and then notify the Credit Union in writing of any errors, unauthorized transactions, alterations, unauthorized signatures, or other problems promptly (See Contact Information). If you do not notify the Credit Union of the errors, unauthorized transactions, alterations, unauthorized signatures, or other problems on or before the sixtieth (60th) day after the first account statement containing the error or problem was made available to you, you will have waived and are precluded from asserting against the Credit Union the errors, unauthorized transactions, alterations, unauthorized signatures, or problems, and the Credit Union shall not be liable for the errors, unauthorized transactions, alterations, unauthorized signatures, or problems, or for any related payments made and charges to your account. If the problem involves an unauthorized signature or alteration by the same wrongdoer, you are precluded from asserting against the Credit Union any claims, unless you notify the Credit Union of the unauthorized signature or alteration within thirty (30) days of the date the Credit Union made the first statement containing the first unauthorized signature or forgery available to you (see Contact Information listed on the back of this disclosure).

2. **Substitute Checks.** *What is a substitute check?* To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks (for example, a check you deposit to your account that is returned unpaid may be returned to you as a substitute check). The following notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

*What are my rights regarding substitute checks?* In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, NSF check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the

substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is a dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your account earns dividends) within ten (10) business days after we receive your written claim and the remainder of your refund (plus dividends if your account earns dividends) not later than forty-five (45) calendar days after we receive your written claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

*How do I make a claim for a refund?* If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, contact us immediately (see Contact Information listed on the back of this disclosure).

You must contact us within sixty (60) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. When contacting us to make your claim, please include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/ or the following information to help us identify the substitute check: for example, the check number, the name of the person to whom you wrote the check, the amount of the check, and the date the check was posted to your account.

If you contact us in person or by telephone, we will require that you forward your claim to us in writing within ten (10) business days. Please note that if we ask you to submit your claim in writing and we do not receive it within ten (10) business days of our request, we may not credit your account.

**3. Unauthorized or Erroneous Electronic Transfers.** Notify us immediately at one of the telephone numbers provided in the Contact Information section if you think your statement or receipt is incorrect or if you need more information regarding an electronic transfer listed on your statement or receipt. Electronic transfers include:

- (1) Point-of-sale (POS) transactions
- (2) Automated Teller Machine (ATM) transactions
- (3) Direct deposits
- (4) Preauthorized payments
- (5) Electronic check transactions
- (6) Any transactions conducted using online account access.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. See the Alaska USA Federal Electronic Fund Transfer Act Disclosure (Form 01763) for additional details

and requirements (see Contact Information listed on the back of this disclosure).

## ARBITRATION AND DISPUTE RESOLUTION

To the extent allowed by law, all claims or controversies arising between you and the Credit Union shall be subject to arbitration. **ARBITRATION IS FINAL AND BINDING ON THE PARTIES AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. IN ARBITRATION THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL. IF YOU HAVE ANY QUESTIONS ABOUT ARBITRATION, CONSULT AN ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION. YOU AGREE AND UNDERSTAND (I) THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY AND (II) THAT YOU AND WE ARE PRECLUDED FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS (THE "CLASS ACTION WAIVER").**

### ARBITRATION PROVISIONS:

- a. Binding arbitration:** At the request of either you or the Credit Union, binding arbitration under the Federal Arbitration Act will be used to resolve any claim or controversy ("Dispute") between or among us and our assigns arising out of or relating in any way to this agreement, this arbitration agreement ("arbitration clause"), or any related agreements or instruments which cover any of your loans, products or services you have or have had in the past with the Credit Union ("Related Documents"). This also includes a Dispute based on or arising from an alleged tort or any alleged statutory or regulatory violation. Notwithstanding the foregoing, please note that certain special or limited remedies may be obtained through the court system. See section (i) below.
- b. The arbitration will be conducted in accordance with the applicable consumer arbitration rules of the American Arbitration Association ("the Administrator").** In the event of a conflict between the rules of the Administrator and this arbitration clause, this arbitration clause shall supersede and govern to the extent of the inconsistency. A copy of the consumer arbitration rules and procedures can be obtained free of charge at [https://www.adr.org/sites/default/files/Consumer\\_Rules\\_Web.pdf](https://www.adr.org/sites/default/files/Consumer_Rules_Web.pdf). We will also mail or email you a copy of the consumer arbitration rules if you make a request through a branch or through the Credit Union Member Service Center which can be reached at 1-800-525-9094. In the event the Administrator is unavailable, and if we do not agree on an alternative forum, then you can select the forum for the resolution of the Dispute provided it is consistent with the remaining terms of this agreement.
- c. Survival of the arbitration clause:** The provisions of this arbitration clause will survive any termination, amendment, or expiration of this agreement or Related Documents. The provisions of this arbitration clause take the place of any prior arbitration agreement between or among the parties and supersedes any other dispute mechanism contained in any Related Documents. Aside from the Class Action Waiver (see section (g)), if any provision of this arbitration clause should be determined to be invalid or unenforceable, all other provisions of this arbitration clause shall remain in full force and effect.

- d. How to initiate arbitration:** The arbitration may be initiated even if one of us has already initiated litigation in court related to the Dispute. Arbitration can be initiated by (1) making a written demand for arbitration on the other party; (2) filing a motion to compel arbitration in court; or (3) initiating the arbitration process through the American Arbitration Association. All Disputes shall be resolved by a single arbitrator.
- e. Location and timing of the arbitration:** The arbitration proceedings will be conducted in one of four locations: Anchorage, Alaska; Seattle, Washington; Glendale, Arizona; or Los Angeles, California, if your residency is in one of these states. If you are a resident of one of these states, the location of the arbitration will be in that state in the identified city. If you are not a resident of one of these states, you may select to have the arbitration conducted in either Seattle, Washington, or Glendale, Arizona. The Administrator and the arbitrator will have the authority to the extent practicable to take any action to require the arbitration proceeding to be completed and the arbitrator's award issued within 120 days of the filing of the Dispute with the Administrator.
- f. Costs of the arbitration:** The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the American Arbitration Association.
- g. Interpretation of this agreement and the arbitration clause:** The validity and effect of the Class Action Waiver may be determined only by a court and not an arbitrator. You and we both acknowledge that the Class Action Waiver is a material and essential provision to the arbitration of disputes between us and is non-severable from the agreement to arbitrate. If the Class Action Waiver is limited, voided, or found unenforceable, then this agreement to arbitrate (except for this sentence) will be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **YOU AND WE ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED. THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.** Aside from the validity and effect of the Class Action Waiver, the arbitrator will have the authority to resolve any other Dispute regarding the terms of this agreement, this arbitration clause or Related Documents, including any claim or controversy regarding the arbitrability of any Dispute. All limitation periods applicable to any Dispute or defense, whether by statute or agreement, will apply to any arbitration proceeding and the arbitrator(s) will have the authority to decide if any Dispute or defense is barred by a limitations period. The legal doctrines of compulsory counterclaim, res judicata, and collateral estoppel will apply to any arbitration proceeding hereunder so that a party must state as a counterclaim in the arbitration proceeding any claim or controversy which arises out of the transaction or occurrence that is the subject matter of the Dispute. Notwithstanding the applicability of any other law to this agreement, the arbitration clause, or Related Documents between or among the parties, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the construction and interpretation of this arbitration clause.
- h. Arbitrator selection and remedies:** The arbitrator will be selected in accordance with the rules of the Administrator. The arbitrator will have expertise in consumer financial services and/or the subject matter of the Dispute and must be a licensed attorney in the state where the arbitration is held. The arbitrator may award to the prevailing party recovery of costs and fees (including attorneys' fees and costs, arbitration administration fees and costs, and arbitrator fees) in his/her discretion. The arbitrator, either during the arbitration proceeding or as part of the arbitration award, also may grant temporary or additional remedies including but not limited to an award of injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver.
- i. Certain remedies available through court:** No provision of this arbitration clause, nor the exercise of any rights hereunder, will limit the right of any party to: (1) judicially or nonjudicially foreclose against any real or personal property collateral or their security; (2) exercise self-help remedies, including but not limited to repossession and setoff rights; or (3) obtain from a court having jurisdiction over any provisional or ancillary remedies including but not limited to injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver. Such rights can be exercised at any time, before or during initiation of an arbitration proceeding, except to the extent such action is contrary to the arbitration award. The exercise of such rights will not constitute a waiver of the right to submit any Dispute to arbitration.
- j. Enforcement of award:** The award of the arbitrator shall be binding and final after fifteen (15) days have passed and judgment upon the arbitrator's award may thereafter be entered in any court having jurisdiction.
- k. If arbitration is unavailable, THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL.** If for any reason a Dispute is not subject to arbitration, as described above, then a Dispute that is not submitted to arbitration will be decided by a judge without a jury as permitted by law. Nothing in this agreement prevents you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental entity or agency, nor does it prevent such agency or entity from seeking relief on your behalf.

## Schedule of Share Account Service Fees and Charges

**Account maintenance:** The following fees will not be assessed if the indicated minimum balance or other account conditions are met.

- **Share Savings:**

If daily balance falls below \$50.00 during the calendar quarter ..... \$5.00 per quarter

- \$50.00 minimum daily balance requirement to avoid fee is reduced to \$5.00 if member is less than 26 years of age.
- Minimum daily balance requirement to avoid fee is waived if another open share or loan with a balance is associated with the account number.

- **Premium Savings:**

If daily balance falls below \$50.00 during the calendar quarter ..... \$5.00 per quarter

- Minimum daily balance requirement to avoid fee is waived if another open account or loan with a balance is associated with the account number.

- **Money Market (all types):**

If daily balance falls below \$50.00 during the calendar month .....\$5.00 per month

- **Convenience Checking:**

If direct deposit is discontinued or does not occur every three (3) months at a minimum.....\$5.00 per month

- **Relationship Checking:**

If daily share or current loan balance falls below \$500.00 during the calendar month ..\$5.00 per month

- Minimum daily balance requirement to avoid fee is waived if member is between 16-25 years of age.

- **Investor Checking:**

If daily balance falls below \$1,000.00 during the calendar month.....\$5.00 per month

- **Health Savings Account (HSA):**

If daily balance falls below \$50.00 during the calendar month .....\$5.00 per month

- **Individual Retirement Account (IRA):**

If daily balance falls below \$50.00 during the calendar quarter ..... \$5.00 per quarter

**Cashier services:** Fees charged by Alaska USA – other financial institutions may assess additional fees for collection items.

- **Bank wire:**

Domestic..... \$20.00 per wire  
Foreign ..... \$50.00 per wire

- **Cash services for coin:**

- First \$200.00 per calendar month .....NC
- Over \$200.00 per calendar month:

  - Disbursed..... \$.08 per roll per month
  - Received.....4% of amount per month

- **Cash services for currency:** ATM withdrawals exempt.

- First \$10,000.00 per calendar month .....NC
- Over \$10,000.00 per calendar month:

  - Disbursed.....\$1.00 per \$1,000.00 per month
  - Received..... \$.10 per \$1,000.00 per month

- **Cashier’s check:**.....\$2.00 per item

- **Check delivery:**

Interbranch ..... \$5.00 per item  
Other locations .....\$15.00 per item

- **Collection item:**

Incoming check..... \$5.00 per item  
Outgoing/Domestic..... \$5.00 per item  
Outgoing/Foreign .....\$15.00 per item

- **Money order:**..... \$1.50 per item

**Checking account services:**

- **Overdraft protection transfer:**

From a Share or Premium Savings, or a Money Market ..... \$5.00 per day  
From a Credit Line in excess of three (3) per calendar month.....\$5.00 per transfer

- **Negative balance transfer:**

Credit Union initiated transfer to resolve a negative share balance .....\$5.00 per transfer

## Schedule of Share Account Service Fees and Charges (continued)

- **Special item processing:** Fee may be charged if member fails to take corrective action following Special Item Processing notifications .... \$2.00 per item
- **Stop payment:** ..... NC

### Other:

- **Loose coin exchanged at coin machine:** Fee assessed on total amount processed
  - Members.....3%
  - Non-Members.....8%
- **Levy/garnishment:** Includes Assessment or Notice to Withhold and Deliver.....\$75.00 per item
- **Mail:**
  - Express.....\$15.00 per item
  - Priority ..... \$5.00 per item
- **Membership:** Assessed when accepted as a member of Alaska USA ..... \$5.00 per member
- **Photocopy:** Copy unrelated to credit union business ..... \$0.25 per item
- **Verification:** Account verification request for a mortgage.....NC

### Research services:

- **Research - per hour:** Per hour for requests that require more than one hour to complete .....\$15.00 per hour
- **Research - priority handling:** For requests that require priority fulfillment .....\$15.00 per hour
- **Check copies:** ..... NC
- **Document or statement copies:** Examples include producing a copy of a prior statement of account; printing an interim statement of account; or producing other document copies, such as a deposited item ..... NC

### Special handling:

- **Courtesy Pay/Overdraft (OD) Service:** Check or other debit presented and paid against insufficient funds (fee based on amount of overdraft)
  - \$0.00 - \$5.00 ..... NC
  - \$5.01 - \$10.00 ..... \$5.00
  - \$10.01 - \$15.00 ..... \$10.00
  - \$15.01 - \$20.00 ..... \$15.00
  - \$20.01 - \$25.00 ..... \$20.00
  - \$25.01 or more ..... \$25.00
- **NSF:** Check or other debit returned unpaid for lack of sufficient funds.....\$25.00 per item
- **NSF ACH bill payment:** Additional CheckFree® charge for ACH bill payment returned for lack of sufficient funds.....\$25.00 per item
- **NSF mortgage payment:** Additional Cenlar charge.....\$25.00 per item
- **Returned deposited item:**..... \$5.00 per item
- **Shared branch transaction adjustment:** .....\$20.00 per item

### Online account access:

- **Bill Pay:**
  - Unlimited bills paid per calendar month..... NC
- **Bill Pay expedited payment services:**
  - Express Payment..... \$7.95
  - Overnight Check..... \$12.95
- **Popmoney® Services:**
  - Popmoney - Standard 3 Day..... NC
  - Popmoney - Next Day..... \$1.25
- **Bill Pay/Popmoney Collection:**
  - Late Charge:** Interest on amounts not reimbursed to the service provider within 15 days..... 1.5% monthly
  - Returned items:**.....As charged
  - Third-party collection:**.....As charged